

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

SACRED HEART REHABILITATION, CENTER, INC.

Plaintiff,

-VS-

Case No: 2:08-cv-12110
Hon. Marianne O. Battani
MJ: Virginia M. Morgan

RICHMOND TOWNSHIP
RICHMOND TOWNSHIP PLANNING COMMISSION

Defendants.

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LAWRENCE W. DLOSKI (P29760)
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(586) 469-3800

CONSENT JUDGMENT

1. Plaintiff, Sacred Heart Rehabilitation Center, Inc. ("Sacred Heart") is the owner of approximately 125 acres of improved and vacant real property located at 400 Stoddard Road, Township of Richmond, County of Macomb, Michigan (the "Property"). The Property is described in attached Exhibit 1.

2. Defendant Township of Richmond ("Township") is a general law township

organized and existing under the laws of the state of Michigan, located in Macomb County, Michigan. Defendant, Richmond Township Planning Commission ("Planning Commission") is a public entity organized under the laws of the state of Michigan and Richmond ordinance. The Township and Planning Commission are collectively referred to herein as "Township."

3. Sacred Heart submitted site plans to the Township to expand (add approximately 5,000 square feet) and update its existing administration building ("Administration Building Project") and to add a new 14,000 square foot building on the Property to accommodate the relocation of its Clearview Specialty Women and Children Program Center ("Clearview") from its current location in Port Huron, Michigan, sometimes collectively referred to as the "Project".

4. The Township required Sacred Heart to submit a request for Special Land Use ("SLU") approval in order to consider the Project. On September 19, 2007, The Township denied Sacred Heart's request for SLU approval.

5. Sacred Heart appealed the Township's denial to the Circuit Court for the County of Macomb, which was assigned Case No. 07-4722-AA. The Circuit Court affirmed the Township's denial. Sacred Heart filed an application for leave to appeal the Circuit Court's affirmance of the Township's denial, which was assigned Docket No. 287307. Sacred Heart's application for leave to appeal was denied on January 28, 2009. Sacred Heart filed a Motion for Reconsideration which was denied.

6. Sacred Heart filed the above captioned lawsuit seeking equitable, declaratory and monetary relief under various theories relating to the Township's refusal

to grant SLU approval necessary for the Project.

7. The parties, after significant discovery and deliberation, desire to settle and resolve the lawsuit in accordance with the terms and conditions of this Consent Judgment in order to avoid further costs and expense and the uncertainty of trial and to resolve the lawsuit without any admission of liability or wrongdoing.

THEREFORE, this Consent Judgment is presented to the Court pursuant to the stipulation of the parties, and the Court having determined that this proposed Consent Judgment is reasonable and just, and otherwise being fully advised:

IT IS ORDERED THAT:

A. Sacred Heart may construct the Administration Building Project consistent with the site plans attached and identified as Exhibit 2, and the Township is enjoined from interfering with such construction of the Administration Building Project in any manner inconsistent with this Consent Judgment.

B. Sacred Heart may construct Clearview consistent with the site plans attached and identified as Exhibit 2, and the Township is enjoined from interfering with such construction of Clearview in any manner inconsistent with this Consent Judgment.

C. Engineering plans for construction of the Administration Building Project and Clearview must be submitted to the Township's consulting engineers for review and approval. Sacred Heart will pay the engineering review fees. The Township review, approval and necessary permitting shall be processed in the normal course without undue delay for purposes of ensuring that plans conform with the applicable site plan(s), and all of the terms and provisions of this Consent Judgment. After approval of the

engineering plans, the Township will issue building permits and all other permits necessary to enable Sacred Heart to construct the Administration Building Project and Clearview as depicted in the site plans in the ordinary course and without undue delay.

D. Sacred Heart will file the necessary application(s) and pay all required fees for issuance of the permits. Sacred Heart will call for all necessary inspections and pay the required inspection fees in the ordinary course. As-built site plans sealed by an registered engineer must be filed with the Township, prior to the issuance of a certificate of occupancy.

E. Provided "Future Development" (as herein defined) does not increase Sacred Heart's patient bed capacity beyond the existing bed capacity of one hundred thirty-six (136) plus the thirty (30) patient beds to be added by the construction of Clearview, Sacred Heart may develop and build other structures on other portions of the Property that are within the building area depicted on Exhibit 3 ("Building Area"), together with any infrastructure changes to facilities (i.e., drainage lagoons, septic system, utilities, driveways, etc.) that are located outside of the Building Area, consistent with Sacred Heart's existing use of the Property (collectively, "Future Development"). Such Future Development shall only be subject to site plan, engineering and building permit review by the Township in the same manner as permitted conforming uses and in the ordinary course. Future Development will otherwise be allowed on the Property and shall not be subject to SLU review or approval. The Township is enjoined from interfering with such Future Development in any manner inconsistent with this Consent Judgment.

F. In the event any portion of Sacred Heart's existing facilities, the Project and/or Future Development are destroyed or damaged by fire or other form of casualty, Sacred Heart or its successor in title may rebuild same in accordance with the terms of this Consent Judgment.

G. Upon entry of the Consent Judgment, Sacred Heart shall revise and enforce its discharge policy consistent with Exhibit 4 attached hereto. Failure to enforce the revised discharge policy shall constitute a violation of the Consent Judgment.

H. The zoning of the property shall remain A-1-Residential pursuant to the Township zoning ordinance.

I. Nothing in this Consent Judgment shall prohibit or preclude the Township from amending the zoning classification, zoning text or master plan applicable to the Property as may be authorized by law. No such future Master Plan or zoning changes shall affect the uses permitted by this Consent Judgment.

J. To the extent there is a conflict between the Township's Ordinance and this Consent Judgment and the site plans, the Consent Judgment and site plans with revisions, if any, and the right to develop and the development of any Future Development shall control.

K. The parties are aware that some minor or technical revisions to the site plans attached at Exhibit 2 may result from engineering or regulatory requirements of governmental agencies. Such changes, if any, shall be deemed approved by the

Township. Nothing in this Consent Judgment shall be construed to relieve Sacred Heart from the obligation to comply with state law, or obtain approvals of governmental agencies when needed.

L. Upon entry of this Consent Judgment, the Township shall pay to Sacred Heart within thirty (30) days the sum of Six Hundred Thousand and 00/100 Dollars (\$600,000.00), by check made payable to "Sacred Heart Rehabilitation Center, Inc."

M. Sacred Heart for itself and its respective successors and assigns, release and discharge the Township, its employees, elected officials, independent contractors, commissions, councils and boards, of and from any and all claims, demands, actions, causes of action, suits, debts, judgments, executions, damages and rights of whatever nature in law, equity or otherwise, which now exist or which may subsequently accrue by reason of any acts, events or facts in any way relating to this action existing on the date of this Consent Judgment, whether known or unknown on that date.

N. The Township for themselves and their respective successors and assigns, release and discharge Sacred Heart, its employees, elected officials, independent contractors, commissions, councils and boards, of and from any and all claims, demands, actions, causes of action, suits, debts, judgments, executions, damages and rights of whatever nature in law, equity or otherwise, which now exist or which may subsequently accrue by reason of any acts, events or facts in any way relating to this action existing on the date of this Consent Judgment, whether known or unknown on that date.

O. The mutual release of liability shall not bar claims or motions brought to

seek redress, enforce, or interpret the provisions of this Consent Judgment.

P. The parties and their respective successors and assigns shall treat each other in good faith and shall neither take any action which is contrary to or interferes with the spirit of this Consent Judgment, nor omit any action which is necessary or convenient to or consistent with the spirit and intent of this Consent Judgment, and shall cooperate with each other regarding approvals required by other regulatory agencies.

Q. This Consent Judgment is declared to be in recordable form and shall be recorded with the Macomb County Register of Deeds. All terms, covenants and conditions contained herein are declared to be terms, covenants and conditions running with the land and shall be for the benefit of the Property, all portions or divisions thereof, and the parties, their heirs, successors and assigns. The terms, covenants, conditions, obligations, duties and rights herein shall be binding on and inure to the benefit of the parties and their respective grantees, vendees, their heirs, successors, licensees, trustees, tenants, boards, commissions, councils, and assigns. The Consent Judgment may be recorded without the attachment of the site plans due to their bulk. In the event a full set of site plans is not recorded with this Consent Judgment, then in lieu of the site plans, an exhibit shall be attached that provides a specific reference to each site plan document number, date and other identifying features reasonably required to identify the site plans, including a reference to the location to where the site plans are filed and how such site plans may be accessed. The exhibit shall include the site plan drawings over the latest version of the Professional Engineering Associates ("PEA) drawings dated August 14, 2007 PEA Job No. 2007-033 and the Cover Sheet; P-1.0 Topographic

Survey; P-2.0 Overall Site Plan; P-3.0 Preliminary Grading & Utility Plan; P-4.0 Preliminary Details; L-1.1 Preliminary Landscape Plan; A-101 Addition Floor Plan; A-201 Addition Elevations; A-101 Women and Childrens Center Floor Plan; and A-201 Women and Childrens Center Elevations. The site plans in the possession of the Township shall be filed at the Township hall, currently located at 34900 School Section Road, Richmond Township, Michigan, 48062, in the same manner as all other site plans approved by the Township.

R. By execution of this Consent Judgment, Sacred Heart and the Township warrant that they have the authority to execute this Consent Judgment and bind themselves and their respective entities, successors and assigns to its terms and conditions. The stipulation and consent to this Consent Judgment by the parties is given freely, voluntarily, and with full knowledge, given that its entry is in the public interest under all circumstances and that it has been duly approved by the parties as required by law and has been executed and agreed to in a good faith by the parties.

S. To the extent that this Consent Judgment conflicts with any Township Ordinance, rule, policy, code, or regulation, the terms of this Consent Judgment shall control.

T. The terms of this Consent Judgment may be amended, changed or modified but only by written agreement executed by the parties hereto and later approved and ordered by this Court.

U. All the claims and causes of action alleged by Sacred Heart against the Township are hereby dismissed with prejudice and without costs, attorney or expert

fees to any party.

V. Each provision of this Consent Judgment is intended to be severable and in the event that any provision is for any reason held void, it shall not affect the validity of the remainder of this Consent Judgment.

W. Any clerical errors or mistakes in document or exhibit descriptions in this Consent Judgment may be corrected by the parties, and the parties agree to cooperate in making such corrections in order to effectuate the spirit and intent of the parties in entering into this Consent Judgment. This Consent Judgment supercedes and replaces any and all prior inconsistent agreements between Plaintiff and Defendants relative to the Property, and any and all prior inconsistent Court orders or judgments of any nature relative to permitted development or uses of the Property. Any subsequent amendment hereto must be in writing, and approved as to form and substance by authorized representatives of parties hereto, or their respective heirs, representatives, successors, successors-in-interest, and assigns, and entered by the Court without the necessity of public hearing. This Consent Judgment is deemed to include all exhibits attached hereto, said exhibits being incorporated herein and made a part hereof by reference.

X. This Court shall retain jurisdiction to adjudicate any and all disputes between Sacred Heart and the Township arising from and relating to the interpretation and application of this Consent Judgment and to enforce and insure compliance with the terms of this Consent Judgment.

Y. This Consent Judgment resolves all pending claims in this lawsuit and closes the case.

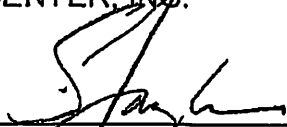
Z. This Consent Judgment may be executed in any number of counterparts, each of which, including facsimile signatures, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

OCT - 8 2010


Judge Marianne O. Battani

Approved:

SACRED HEART REHABILITATION
CENTER, INC.


SHERYL LAUGHREN
BOARD CHAIRPERSON

RICHMOND TOWNSHIP and
RICHMOND TOWNSHIP
PLANNING COMMISSION

GORDON FUERSTENAU,
SUPERVISOR

CYNTHIA GREENIA, CLERK


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Attorney for Plaintiff

LAWRENCE W. DLOSKI (P29760)
Attorney for Defendants


RICHARD D. RATTNER (P19249)
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PETER H. WEBSTER (P48763)
Attorney for Plaintiff

LAWRENCE W. GLOSKI (P29760)
Attorney for Defendants

PEN. PD
OR 10/7/10

RICHARD D. RATTNER (P19249)
Attorney for Plaintiff

DAVID E. PLUNKETT (P66696)
Attorney for Plaintiff



EXHIBIT 1

LEGAL DESCRIPTION

(PER WARRANTY DEED)

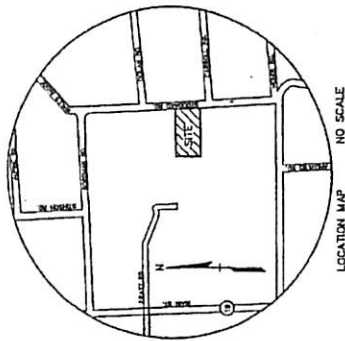
PARCEL 03-01-300-011 AND
PARCEL 03-12-100-002
(APPROXIMATELY 65 AC)

SOUTHEAST 1/4 OF SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SOUTHEAST 1/4 AND SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 1, TOWN 5 NORTH, RANGE 14 EAST. ALSO 5 ACRES SITUATED IN SECTION 12, TOWN 5 NORTH, RANGE 14 EAST DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 12, RUNNING THENCE EAST 40 RODS; THENCE SOUTH 20 RODS; THENCE WEST 40 RODS; THENCE NORTH 20 RODS TO THE PLACE OF BEGINNING, EXCEPTING THE FOLLOWING: A PARCEL OF LAND BEING THE EAST 60 ACRES OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWN 5 NORTH, RANGE 14 EAST, RICHMOND TOWNSHIP, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE N 0°20'26" W, 1334.81 FEET ALONG THE EAST LINE OF SAID SECTION 1; THENCE N 86°11'24" W, 1956.03 FEET; THENCE S 0°20'26" E, 1344.56 FEET TO THE SOUTH LINE OF SAID SECTION 1; THENCE S 86°28'30" E, 1955.35 FEET ALONG SOUTH LINE OF SECTION 1 TO POINT OF BEGINNING.

PARCEL 03-01-400-003
(APPROXIMATELY 60 AC)

A PARCEL OF LAND BEING THE EAST 60 ACRES OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWN 5 NORTH, RANGE 14 EAST, RICHMOND TOWNSHIP, MACOMB COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE N 0°20'26" W, 1334.81 FEET ALONG THE EAST LINE OF SAID SECTION 1; THENCE N 86°11'24" W, 1956.03 FEET; THENCE S 0°20'26" E, 1344.56 FEET TO THE SOUTH LINE OF SAID SECTION 1; THENCE S 86°28'30" E, 1955.35 FEET ALONG SAID SOUTH LINE OF SECTION 1 TO THE POINT OF BEGINNING.

400 STODDARD ROAD
RICHMOND TOWNSHIP, MACOMB COUNTY, MICHIGAN

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ENGINEERING.	
COVER SHEET	
P-1.0	TOPOGRAPHIC SURVEY
P-2.0	OVERALL SITE PLAN
P-2.1	PRELIMINARY SITE PLAN
P-3.0	PRELIMINARY GRADING & UTILITY PLAN
P-4.0	PRELIMINARY DETAILS
LANDSCAPE.	
L-1.1	PRELIMINARY LANDSCAPE PLAN
ARCHITECTURAL (EXCEPT HEART ADDITION).	
A-101	ADDITION FLOOR PLAN
A-201	ADDITION ELEVATIONS
ARCHITECTURAL (WOMEN AND CHILDREN CENTER).	
A-101	WOMEN AND CHILDREN CENTER FLOOR PLAN
A-201	WOMEN AND CHILDREN CENTER ELEVATIONS

PROJECT ENGINEER:
PROFESSIONAL ENGINEERING ASSOCIATES, INC.
7430 ROCKFORD AVENUE, SUITE 100
ANN ARBOR, MI 48106
PHONE: (248) 689-9990
FAX: (248) 689-1044
CONTACT: STEVEN A. SONDENSON, P.E.

PROJECT ARCHITECT:
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39300 WEST HILLS RD., SUITE 160
ANN ARBOR, MI 48106
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FAX: (248) 489-2344
CONTACT: CHRIS WOOD

DEVELOPER:
CONSUMERS LUMP COMPANY
39300 WEST TWELVE MILE ROAD, SUITE 200
FARMINGTON HILLS, MI 48331
PHONE: (248) 489-2500
FAX: (248) 489-2501
CONTACT: RSB WILLIAMS

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GRAPHIC SCALE

1" = 20' 0"

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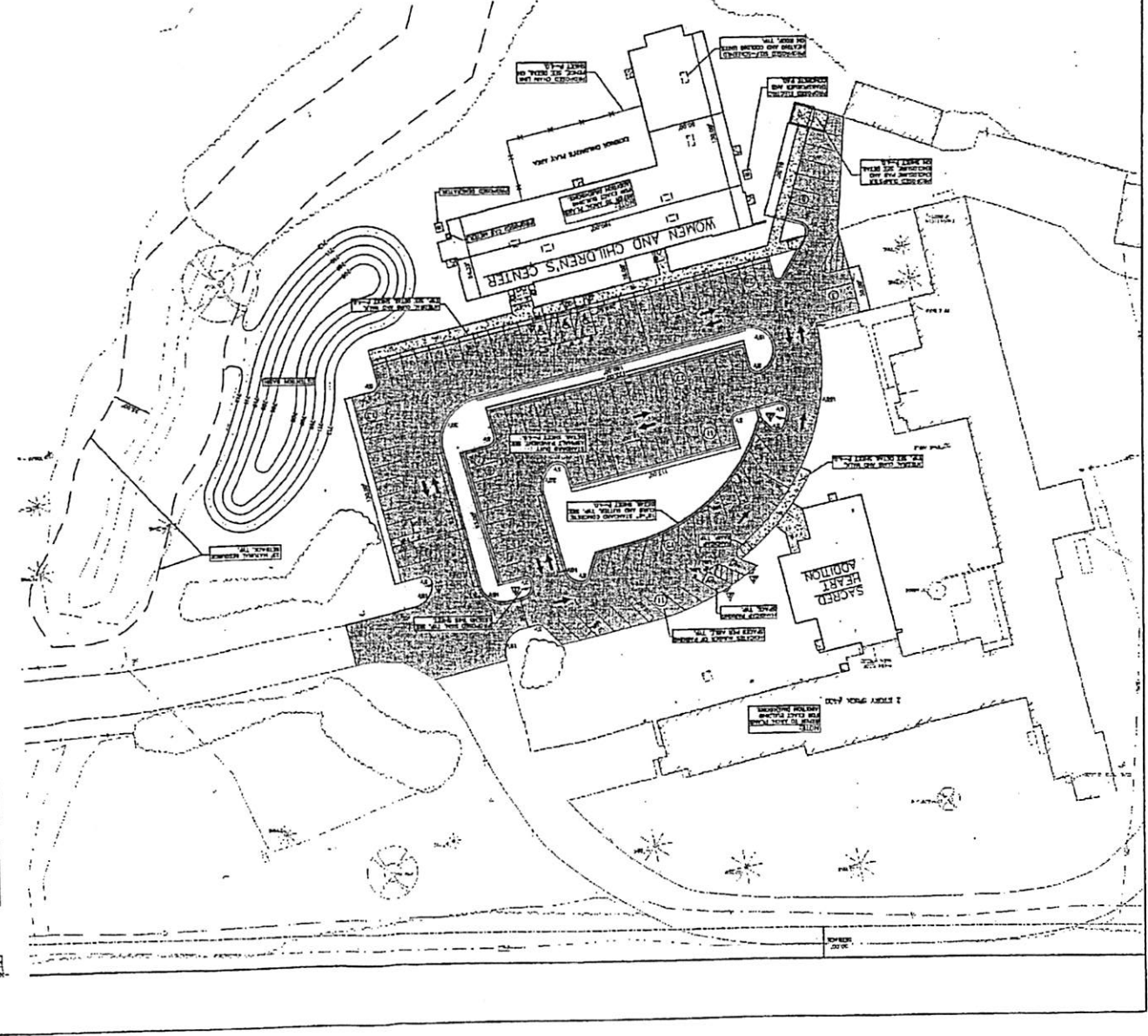
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PEA PROFESSIONAL ENGINEERING ASSOCIATES

10000 WEST 10TH AVENUE, SUITE 100
DENVER, COLORADO 80231
TEL: (303) 733-1100
FAX: (303) 733-1101
WWW.PEA-ENGINEERS.COM



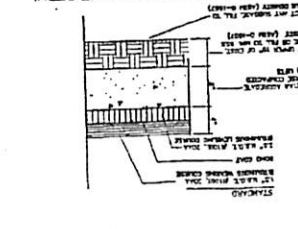
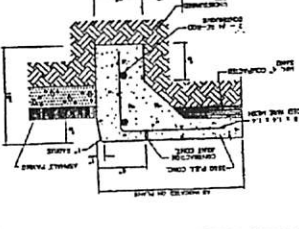
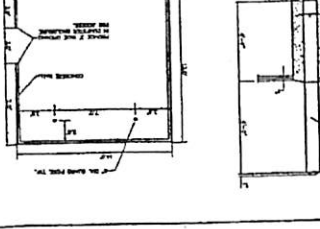
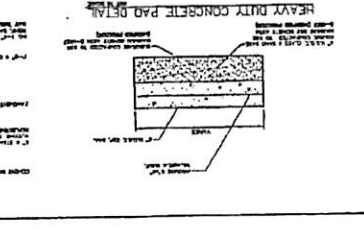
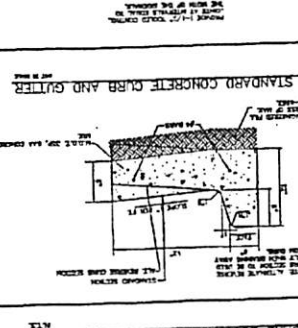
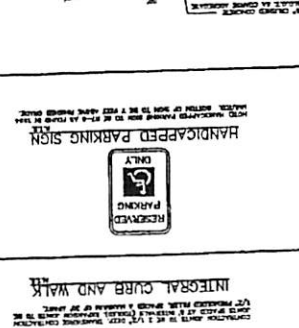
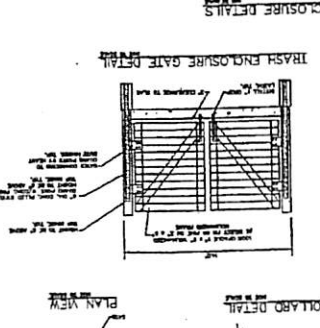
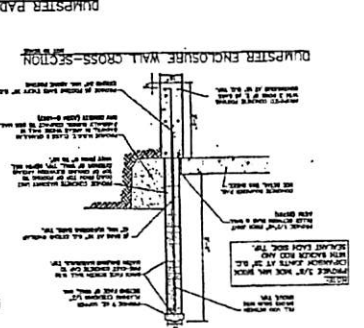
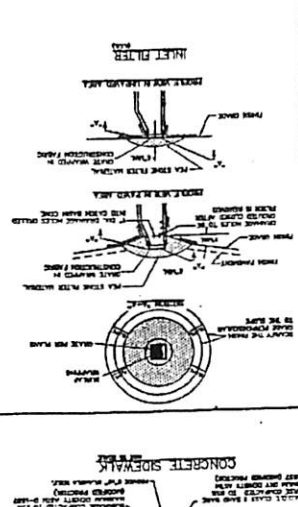
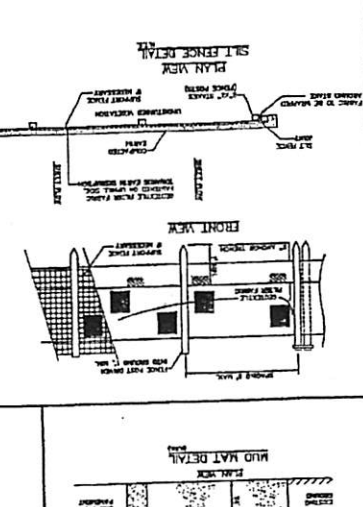
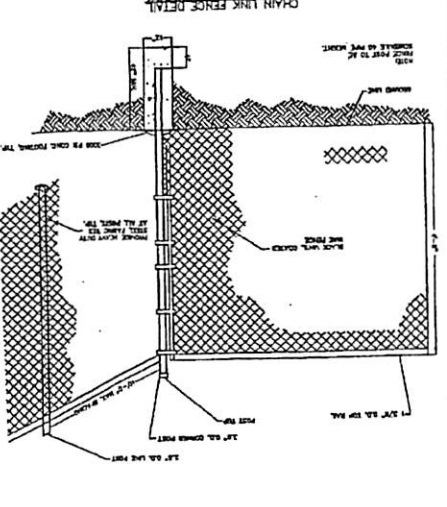
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REVISIONS

NO.	DESCRIPTION	DATE
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ASSOCIATES
INCORPORATED**



PLANTING COMPANY

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REHABILITATION
CENTER**
• BUILDING ADDITION •
MEMPHIS, MICHIGAN

[illegible]

GENERAL FLOOR PLAN NOTES

- [illegible]

GENERAL CEILING PLAN NOTES

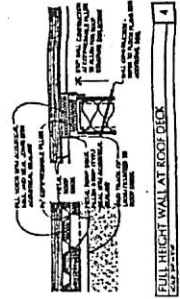
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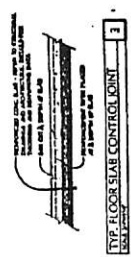
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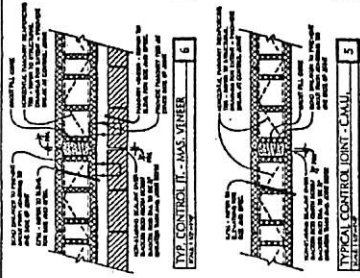
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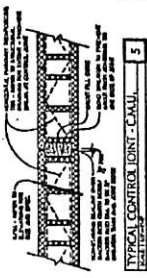
FULL HEIGHT WALL AT ROOF DECK



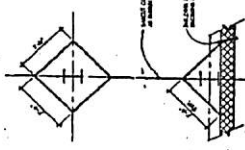
TYP. FLOOR SLAB CONTROL JOINT



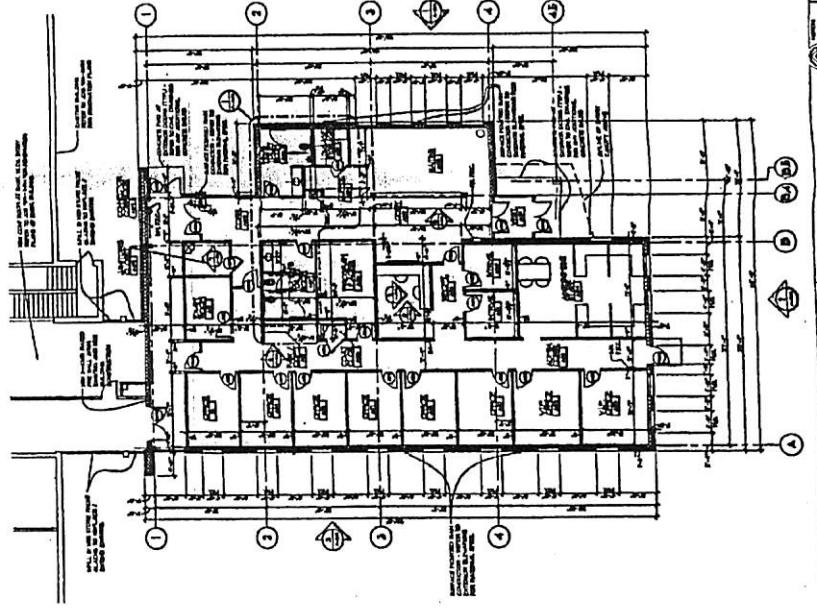
TYP, CONTROL IT. - MAS. VINEER	6
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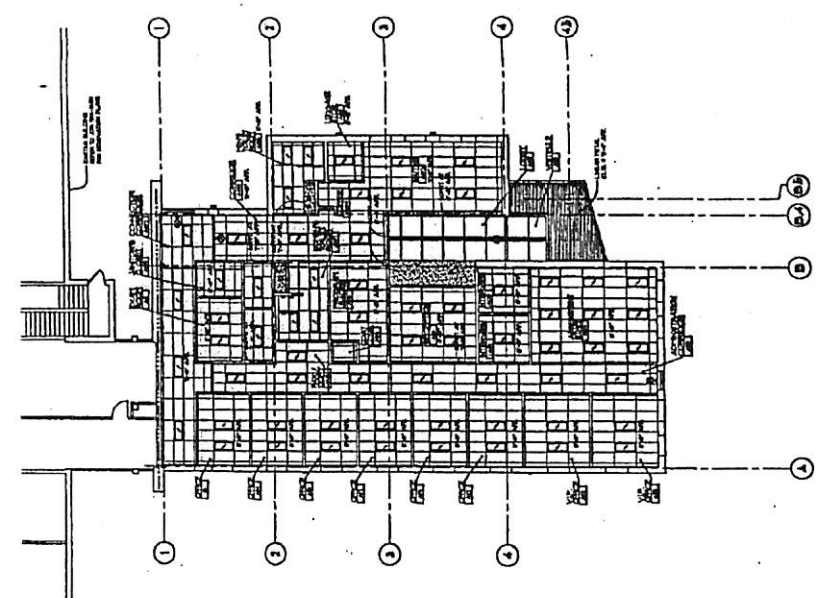
TYPICAL CONTROL JOINT - CMU, 5



ISOLATION PAD PATTERN AT COL.



BUILDING ADDITION OVERALL FLOOR PLAN



BUILDING ADDITION OVERALL REFLECTED CEILING PLAN



CLEARVIEW WOMEN'S AND CHILDREN'S FACILITY **STODDARD ROAD MEMPHIS, MICHIGAN**

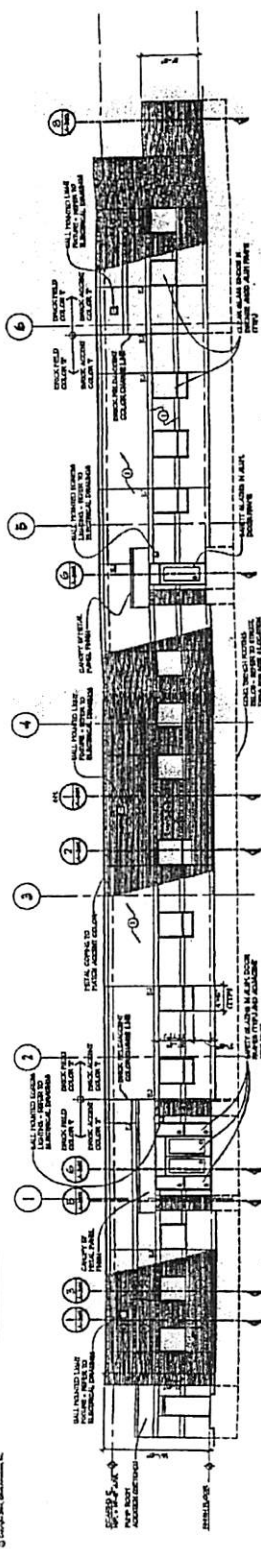
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CLEARVIEW
WOMEN'S
AND CHILDREN'S
FACILITY

STODDARD ROAD
MEMPHIS, MICHIGAN

PROJECT NO.	06-36	SHEET NO.	A-201
BUILDING ELEVATIONS			
DATE: 11/11/00			
DRAWN BY: [blank]			
CHECKED BY: [blank]			
APPROVED BY: [blank]			
PROJECT NAME: CLEARVIEW WOMEN'S AND CHILDREN'S FACILITY			
PROJECT ADDRESS: STODDARD ROAD, MEMPHIS, MICHIGAN			
PROJECT OWNER: [blank]			
PROJECT ARCHITECT: GILBERT ASSOCIATES			
PROJECT ENGINEER: [blank]			
PROJECT CONTRACTOR: [blank]			
PROJECT SUBMITTER: [blank]			
PROJECT DATE: 11/11/00			
PROJECT SCALE: 1/8" = 1'-0"			
PROJECT SHEET: A-201			
PROJECT TOTAL SHEETS: 20			
PROJECT STATUS: [blank]			
PROJECT COMMENTS: [blank]			

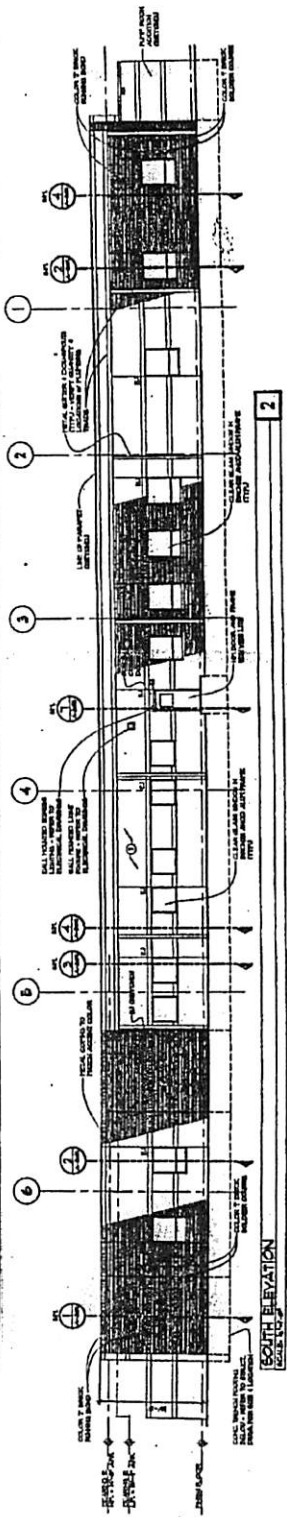
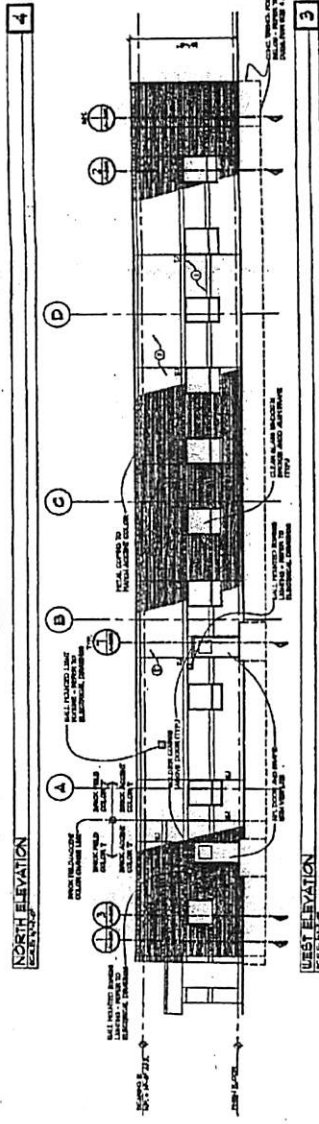


REVISIONS

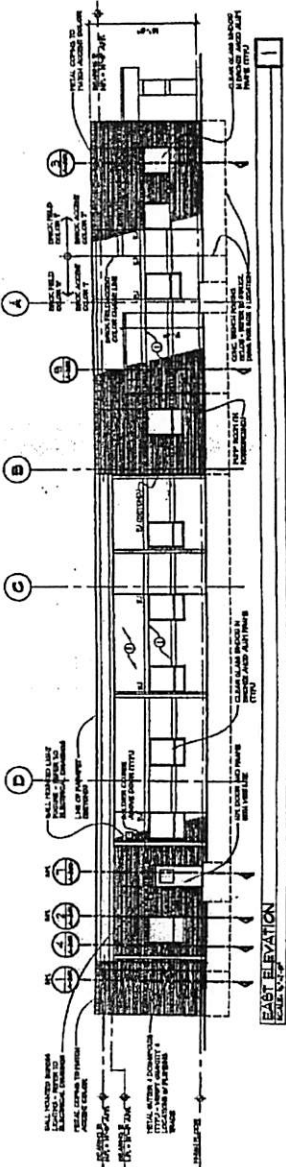
1. ALL CHANGES TO BE MADE IN THE ORIGINAL DRAWING SHALL BE MADE BY A REVISION TABLE. THE REVISION TABLE SHALL BE LOCATED IN THE LOWER RIGHT CORNER OF THE DRAWING. THE REVISION TABLE SHALL BE IN THE FOLLOWING FORMAT:

NO.	DATE	DESCRIPTION
1	11/11/00	ISSUED FOR PERMIT

2. ALL CHANGES TO BE MADE IN THE ORIGINAL DRAWING SHALL BE MADE BY A REVISION TABLE. THE REVISION TABLE SHALL BE LOCATED IN THE LOWER RIGHT CORNER OF THE DRAWING. THE REVISION TABLE SHALL BE IN THE FOLLOWING FORMAT:



EXTERIOR MATERIAL SCHEDULE	
1	Concrete
2	Brick
3	Stucco
4	Asph/Flt Shingles
5	Aluminum Siding
6	Aluminum Cladding
7	Aluminum Trim
8	Aluminum Doors
9	Aluminum Windows
10	Aluminum Gutters
11	Aluminum Downspouts
12	Aluminum Flashing
13	Aluminum Sealant
14	Aluminum Paint
15	Aluminum Primer
16	Aluminum Finish
17	Aluminum Trim
18	Aluminum Doors
19	Aluminum Windows
20	Aluminum Gutters
21	Aluminum Downspouts
22	Aluminum Flashing
23	Aluminum Sealant
24	Aluminum Paint
25	Aluminum Primer
26	Aluminum Finish
27	Aluminum Trim
28	Aluminum Doors
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30	Aluminum Gutters
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33	Aluminum Sealant
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36	Aluminum Finish
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40	Aluminum Gutters
41	Aluminum Downspouts
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63	Aluminum Sealant
64	Aluminum Paint
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66	Aluminum Finish
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73	Aluminum Sealant
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81	Aluminum Downspouts
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83	Aluminum Sealant
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90	Aluminum Gutters
91	Aluminum Downspouts
92	Aluminum Flashing
93	Aluminum Sealant
94	Aluminum Paint
95	Aluminum Primer
96	Aluminum Finish
97	Aluminum Trim
98	Aluminum Doors
99	Aluminum Windows
100	Aluminum Gutters



REVISIONS		DATE	BY	REASON
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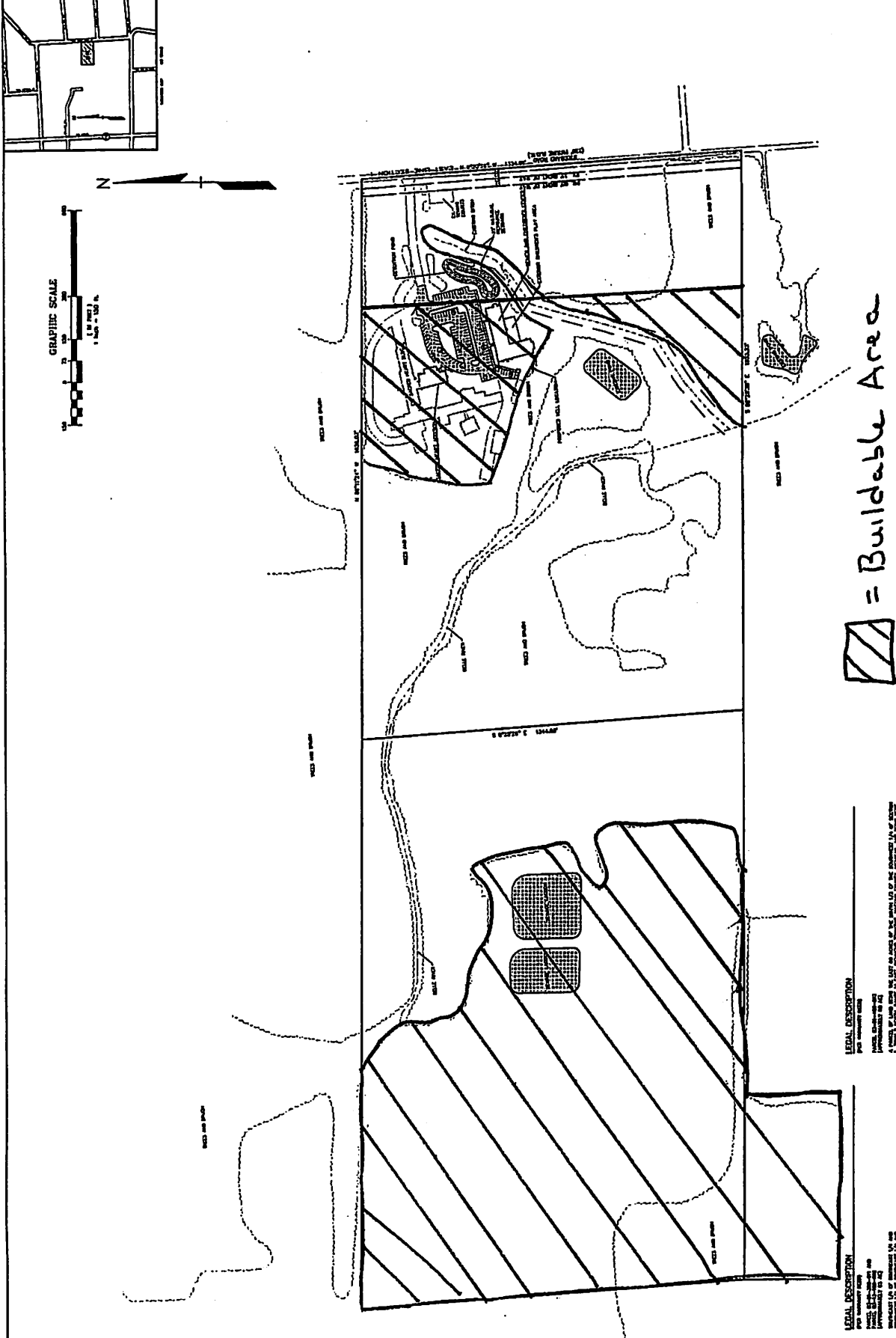
PEA


**PROFESSIONAL
ENGINEERING
ASSOCIATES**

DATE	TIME	BY	REMARKS
10/10/88	10:00	W. J. H. H.	10/10/88
<p>OVERALL SITE PLAN</p> <p>SACRED HEART REHABILITATION CENTER</p> <p>1000 WEST 10TH AVE, SUITE 200</p> <p>MINNEAPOLIS, MN 55404</p>			

ORIGINAL
 FILE DATE: AUG. 14, 1968
 FILE NO. 100-200000
 DATE: 1-1-1970

P-2.0



 = Buildable Area

[illegible][illegible]

LEGAL DESCRIPTION	ACRES	OWNER	PROPERTY TAX	REMARKS
...

for its expenditure
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Sacred Heart Rehabilitation Center

Corporate Office-400 Stoddard Road-Memphis, MI 48041-P.O. Box 41038
Memphis Residential-(810) 392-2167•(888) 802-7472-Fax (810) 392-2057

EXHIBIT

EXHIBIT

4

CONSENT FOR TREATMENT

I hereby voluntarily give my consent to receive treatment from Sacred Heart Rehabilitation Center, Inc. I agree to participate actively in the development of my personal plan for recovery and to following that plan through to the conclusion of treatment.

By my signature below, I am confirming that:

- I have received a copy of the "Client Privacy/Confidentiality Notice" and understand the contents of this document and how to get answers to any questions I may have about the privacy and confidentiality of information I may provide in the course of my treatment at Sacred Heart.
- I have received a copy of the "Know Your Rights" brochure and understand my rights as a recipient of services from Sacred Heart and how to get answers to any questions I may have about my rights as a recipient of these services.
- I have received a copy of the Sacred Heart "Code of Ethics".
- I have received a copy of the House Guidelines/Program Policies. I agree to abide by policies of Sacred Heart and understand that fulfilling my responsibilities is a demonstration of my commitment to my personal plan for recovery.
- I have read the Payment and Disclosure Agreement and agree to the conditions specified within that agreement. I also understand that payment of my portion of the cost of treatment is a demonstration of my commitment to my personal plan for recovery. I understand that if I have trouble meeting this commitment it is my responsibility to contact Sacred Heart to arrange an alternative payment plan.
- Departures from Sacred Heart normally occur between the hours of 8:00 and 4:00 PM. Transportation will be provided for me in accordance with the terms outlined in the House Guideline/Program Policies. I also understand that for my safety departures will not be allowed until transportation arrangements have been made.
- Finally, I:
 - ☐ I have an Advance Directive.
 - ☐ I do not have an Advance Directive but have been given the information to consider completing an Advance Directive.

Client Signature

Date

BASIS
515 Adams Street
Bay City, MI 48708
(989) 894-2991
Fax: (989) 895-7669

Clearview
1406 8th Street
P.O. Box 611135
Port Huron, MI 48060
(810) 987-1258
Fax: (810) 987-3505

Warren Outpatient
8150 E. Old 13 Mile Road
Ste 100
Warren, MI 48093
(586) 558-7472
Fax: (586) 558-8802

Flint Outpatient
2091 Professional Drive
Ste I-1
Flint, MI 48532
(810) 732-1652
Fax: (810) 732-1735

Detroit Outpatient
5575 Conner Road
Detroit, MI 48213
(313) 579-0430

DEFENDANT'S
EXHIBIT

H. Discharges: Completion of your planned course of treatment in our detoxification and/or residential services marks the beginning of your recovery, not the end.

1. Clients are eligible to return to Sacred Heart for AA/NA meetings after discharge. Clients who have completed the planned course of treatment are eligible to return to Sacred Heart for Re-charge Sundays and visitation immediately upon discharge. Clients who have not completed the planned course of treatment are eligible to return to Sacred Heart for Re-charge Sundays 30 days after discharge.
2. For your safety, discharges will only occur between the hours of 8 am and 4 pm, seven days a week.
3. Sacred Heart reserves the right to discharge clients who fail to consistently demonstrate a commitment to their personal plan for recovery. Involuntary discharges can be only be ordered by the Treatment staff with the approval of the Residential Services Team Leader, the Vice President for Client Services or the President. A client being asked to leave Sacred Heart involuntarily may appeal this decision to the Recipient Rights Advisor, the Residential Services Team Leader, the Vice President for Client Services or the President. Behaviors which may result in involuntary discharge include but are not limited to:
 - a. possession or use of alcohol, drugs or any medications without the approval of Nursing staff
 - b. possession of weapons or drug paraphernalia
 - c. fighting, exploitative, abusive, or threatening behavior towards clients or staff
 - d. theft or willful destruction of property
 - e. sexual involvement
 - g. any behaviors that are deemed to be disruptive to others in recovery or to the operations of Sacred Heart
4. On the day of departure, clients will be expected to assure the room is neat and ready for the next occupant. Clients are expected to remove all bedding and linens and return them to the Laundry Room by 7:45 am. Client luggage will be brought to the Residential Care Technician office for inspection. Any personal belongings in the custody of Sacred Heart will be returned at that time.
5. Clients completing the planned course of treatment will be offered transportation back to the original pick up point (if any), to the provider of the next level of care or to an alternative convenient location. Clients who arranged for their own transportation to Sacred Heart are not allowed to transport any other client when leaving treatment.

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6. Clients who do not complete the planned course of treatment – voluntarily or involuntarily – will be allowed to arrange for transportation to their destination of choice. If a good faith effort has been made to arrange transportation but is unsuccessful, transportation to one of our regularly scheduled pick-up points will be provided on the next scheduled van run. Clients wanting to leave and not wait for the next scheduled van run will be offered transportation to the nearest bus station when such transportation can be conveniently arranged. For your own safety, clients will not be allowed to leave without transportation.

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